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## The SOLICITORS' JOURNAL.

LONDON, DECEMBER 26, 1874.

### CURRENT TOPICS.

The DEATH of Lord Romilly, which took place on Wednesday last, was the close of a long and honourable life, nearly a third of which was spent in the discharge of the arduous duties of a chancery judge. The space at our command this week will not permit us to give a detailed account of Lord Romilly's career; but we cannot allow his death to pass unnoticed, or without expression of regret that the country has lost the benefit of the counsels of one who, to ability of no mean order, united an experience which it is the lot of very few to acquire.

The CASE of *Charlton v. Hay*, reported in this week's issue of the *Weekly Reporter*, decides the important point which was touched upon but not settled in *Cornell v. Hay*, (1 W. R. 580, L. R. 8 C. P. 328). That question is whether by the Companies Act, 1867 (30 & 31 Vict. c. 131), s. 38, the prospectus of a company must specify the contracts entered into by promoters relating to the company, although they may not be such contracts as the company is intended to be party to, but are only those preliminary arrangements usually fraudulent, and now improved by the introduction of so-called syndicates), by means of which the promoters are accustomed to draw from the shareholders large sums of money for distribution among themselves, their friends, and the original vendor of the probably insolvent property. In *Cornell v. Hay* the plaintiff failed to bring himself within the class of persons protected by the statute, and it therefore became necessary to decide the question whether such contracts were within the section; but the court seemed to incline to the opinion that they were so, and we ventured, commenting on the case (17 S. J. 784), to point out some reasons why it ought to be so held. The Court of Queen's Bench have now given their sanction to that opinion; and although the decision will no doubt startle many, we believe, for the reasons we have already given that the construction which it puts upon the statute is the true one; and we are certain that if the present statute ought not to be so construed, a new statute to that effect ought to be passed.

In the course of the recent case of *The London and South Western Railway Company v. James*, the Master of the Rolls took occasion to comment upon the difference between the tone of the present day and that which formerly prevailed, with respect to the relative functions of the Legislature and the Judiciary. "The equity of the Act," so favourite a phrase amongst the signs of the last century (and one of the most common of the many roads along which the proverbial "inch and six" used to be driven) is unheard of, almost unintelligible, in modern times; and the notion, which has largely prevailed, that an Act was to be inter-

preted to mean, not precisely what it said, but what, "looking at the old law, the mischief, and the remedy," it was reasonable to suppose the Legislature must have intended to say, has been over and over again repudiated in later days. This is indeed only another instance of that change of stage of development upon which we have frequently remarked. We have more than once had occasion to show how changes in the law, at first made boldly by the judges of their own authority (though in the guise of "declarations" merely) were afterwards effectuated by means of "fictions," and later again, when the process of crystallisation had gone too far for the creation of new fictions, by direct legislative interference. But, as might have been anticipated, the process was a gradual and continuous one; no marked lines of separation are found, and from the old principle to the new the course of decision glides by imperceptible stages, broken by occasional fits of temporary reaction. One of these stages, a sort of "survival" of the fiction age appearing in the earlier part of the legislation era, was this doctrine of the "equity of the Act," by which the courts sought to retain in some degree that control over our jurisprudence which was fast slipping from their grasp. But, just as in the interpretation of wills the judges of the present day, with one notable exception, repudiate the idea that they are to guess at "the reasonable intention of the testator," and confine themselves to the humbler, but more legitimate, function of discovering "the meaning of what he has said," so in the construction of Acts of Parliament, the "equity of the Act" has gradually disappeared from view, and the principle now universally accepted is that the courts are bound by the strict grammatical meaning of the words used, except so far as Parliament may itself, by an interpretation clause or otherwise, have expressly assigned a different meaning to them.

The case which has given rise to these observations was a crucial instance of this principle. One of the peculiar results of our application of the maxim "*actio personalis moritur cum persona*" was that although a man who was injured by the negligence of another, under circumstances not amounting to crime, had a remedy in damages; if the injury went a little further and the man died, the remedy was gone, and his surviving relatives were deprived of all means of redress. To remedy this the Act commonly known as Lord Campbell's Act was passed, which gave to the widow and children of any one so killed a right of action for damages for the loss they had sustained, provided, amongst other things, that the action were commenced within twelve months from the death. In the present case a collision occurred in the early part of the year 1870 between two ships, called respectively *The Normandy* and *The Mary*, by which they were both sunk, and considerable loss of life and property was caused. Amongst the persons drowned was one Jackson, a passenger on board the *Normandy*. In this state of things cross suits were commenced in the Court of Admiralty to determine which of the vessels was to blame for the collision, and at the same time the present plaintiffs, the London and South Western Railway Company (the owners of the *Normandy*), sought, contingently on their being found to blame, to obtain the advantage of the limitation of their liability given by the Merchant Shipping Act. The judge of the Court of Admiralty decided that they were entitled to do this, and awarded an injunction restraining a number of persons (and amongst others, the defendant James) from proceeding at law against the company in respect of the collision. Mrs. Jackson, the widow, who was of course entitled to bring an action under Lord Campbell's Act, acquiesced in this decision, and within a year from the date of the collision carried in her claim in the admiralty suit, claiming £1,000 damages for the death of her husband. The defendant James, however, was advised that the judge of the Court of Admiralty had exceeded

his jurisdiction, and he accordingly instituted proceedings to obtain a prohibition, and after considerable litigation the Court of Exchequer Chamber, in the year 1872, determined that the injunction was *ultra vires*, and issued a prohibition against any further proceedings founded thereon. Mrs. Jackson at once brought her action in the Court of Common Pleas, and recovered judgment, the company admitting their liability on the record. The company then filed the present bill for the limitation of their liability through the instrumentality of the Court of Chancery, and obtained the usual decree, under which all further proceedings in Mrs. Jackson's action were stopped. She then carried in her claim in chambers, when the objection was taken, and allowed by the chief clerk, that the action had not been brought within a year from the death, and she was therefore out of time. Upon this the chief clerk disallowed her claim, and the matter now came before the court on an adjourned summons to vary this certificate. The Master of the Rolls, in dismissing the summons, observed that what he was doing was practically deciding that this poor woman ought to have known that the judge of the Court of Admiralty was wrong, and ought to have brought her action (and probably gone to prison for doing so) in spite of his injunction; and that, having omitted to take this course, and having followed instead the course pointed out as the right one by the Merchant Shipping Act, and which would have been the right one if the decision of Sir Robert Phillimore had been right, she now found herself deprived of her remedy, because, her proceedings in the Admiralty having been stayed by the prohibition, she could get no benefit from them, and the litigation over the question of prohibition having occupied more than a year, her action was out of time, upon the words of the statute, although commenced immediately after the bar imposed by the Court of Admiralty had been removed. "Under these circumstances," said his Honour, "the court would at one time have felt no difficulty in holding that this case came within the equity of the statute, but we have long since disclaimed any such powers of practical legislation, and I must decide that this action was commenced too late." As against the company, however, who had suffered judgment, he intimated that at the fitting time, and on proper application, he could probably find a way to enable the applicant to recover.

The matter came again before his Honour on Thursday week, when, it appearing that there was a surplus repayable to the company out of the fund, he ordered Mrs. Jackson's damages to be assessed and paid out of this surplus.

IT IS CURIOUS to notice how mercantile customs, which have been assumed by lawyers to exist, and which arbitrators would unhesitatingly find as facts, will sometimes collapse when they are brought to the test of a trial by jury. Such an instance occurred in *Dent v. Nickalls* (22 W. R. 218), where a usage of the Stock Exchange that had been confidently sworn to in *Merry v. Nickalls* (20 W. R. 929, L. R. 7 Ch. 733) was denied by a special jury of the City of London, and the disbelief expressed by Mellish, L.J., in *Merry v. Nickalls*, justified. A similar instance has now been presented in the case of *Achard v. Ring*, which was tried last Saturday before the Lord Chief Justice of the Queen's Bench. It will be remembered that in *Stewart v. The West India and Pacific Steamship Company* (21 W. R. 381, 953, L. R. 8 Q. B. 88, 362) a question arose as to the effect of a clause in a bill of lading, by which average was to be adjusted according to British custom. It was stated in the case on which the judgment of the court (affirmed in the Exchequer Chamber) was pronounced, that it was the practice of British average adjusters, in adjusting losses, to treat a loss occasioned by water let into the ship for the purpose of extinguishing fire, as not a general average loss. There can be no doubt that this

finding only repeated the effect of what several books of practice had laid down, and works of authority had accepted as established, that, at least, according to British custom, "a general average cannot arise when the degree of danger is so great that it amounts to a moral certainty of total loss," and that this principle always excluded from general average, loss occasioned in extinguishing fire. The Court of Queen's Bench were bound, by the terms of the bill of lading and the statements in the case, to hold that the plaintiff could not recover, but they expressed their disapproval of the custom, and gave it as their opinion that, apart from such a custom, and at common law, the loss was a general average loss. (See 17 S. J. 481.) The Court of Exchequer Chamber, though they affirmed the judgment, reserved their opinion as to whether such a loss would be a general average loss at common law; but, not content with this, they affirmed as of their own knowledge (the custom never having been found by a jury they could not affirm as a matter of law), that "the custom or usage prevailing among average staters in England is uniform and invariable, that goods thus damaged or destroyed are not brought into account in an average adjustment." In *Achard v. Ring*, however, where the plaintiff, as charterer, sued the shipowners for a general average loss to cargo, caused by scuttling the ship to extinguish a fire which had broken out in the cargo, the jury have found that no such uniform and invariable custom exists, and they have arrived at this conclusion after hearing the evidence of experts on both sides of the question. It is curious to observe how this custom of disallowing such claims came to prevail, as it undoubtedly did to a very wide extent. Mr. Manley Hopkins, one of the most experienced of the witnesses called for the defence, whose memory went back forty years, could recall, "though not quite distinctly," the time when such claims were allowed, by which we suppose we must understand him to mean that he remembered a time when opinion was in favour of their allowance, or at least was not decisively against it, and he said that their disallowance was due partly to a doubt whether such claims could be considered as general average, and partly to the extreme difficulty of distinguishing between the damage due to the fire and that due to the water, and to the opportunity for fraud which this difficulty occasioned. This opportunity for fraud had, he said, caused the claim to be "abandoned by general consent by the mercantile community," which was, however, the question to be tried, and we fancy that Mr. Elmslie, who was called for the plaintiff, was more nearly right when he said that instances of the kind were too rare (he had only known two or three in a thirty-five years' experience) to allow of any settled practice having been established. We should, however, like to know what was done in those two or three cases which Mr. Elmslie did remember, and whether any average adjuster called as a witness could remember an instance of such a claim being allowed, for certainly the impression is very strong and general, that in England the disallowance of such claims, however wrong in principle, has for many years been the universal rule. From Mr. Hopkins' statement we gather that the disallowance is really not so much founded on principle as on a motive of supposed practical convenience taking advantage of a piece of over-subtle reasoning; but, if we may be permitted to express an opinion on a practical matter, where practical men may be supposed the best judges, we cannot but feel somewhat incredulous as to the practical advantage, in any sense, of the alleged usage, while both sound reasoning and justice seem to us opposed to it.

If this verdict should be sustained, the question will be left free for consideration, whether such a loss is at common law a general average loss, a point on which, as will be seen from the judgments above referred to, some conflict of opinion may be anticipated.

This circular announcement power stage, theatre, Neville, the rec... is prov... may be the La... the Lo... shall b... of goo... do, to part t... penalty avoid... the cu... section shillin... appear... mabel... him such We g... Lord we m... A had s... since App... fassion Chan... made... of W... carry... TH... THE... one... in a... Uni... the... inv... will... wer... jud... L. I... affi... foun... Cle... not... diff... ind... It p... pro... of... the... shi... Cal... and... ne...

Dec. 26, 1874.

THE LORD CHAMBERLAIN has recently addressed a circular to the managers of the London theatres, announcing his intention to use to the uttermost the powers vested in him of suppressing indecorum upon the stage, even to the extent of entirely closing an offending theatre. These powers, which are of ancient date (see *R. v. Neville*, 1 B. & Ad. 489), are now entirely regulated by the recent statute 6 & 7 Vict. c. 68, by s. 14 of which it is provided, after an enactment (s. 12) that no new play may be produced without being previously submitted to the Lord Chamberlain, that "it shall be lawful for the Lord Chamberlain for the time being, whenever he shall be of opinion that it is fitting for the preservation of good manners, decorum, or of the public peace so to do, to forbid the acting any stage play . . . or any part thereof . . . anywhere in Great Britain;" the penalty for disobeying the Lord Chamberlain being the avoidance of the licence (s. 15). No precise period for the currency of the licence is fixed by the statute, but section 4 prescribes a monthly fee not exceeding ten shillings, and section 8 enacts that "in case it shall appear to the Lord Chamberlain that any riot or misbehaviour has taken place in any theatre licensed by him . . . it shall be lawful for him to suspend such licence for such time as to him shall seem fit." We gather that this corrective power is that which the Lord Chamberlain has now threatened to exercise; and we may add that we can see nothing to prevent the licences being made out *durante bene placito*.

A DEPUTATION from the Incorporated Law Society had an interview with the Lord Chancellor a short time since on the subject of the arrangements in the Court of Appeal in Chancery for the accommodation of the profession, more especially as regards solicitors. The Lord Chancellor gave great attention to the representations made to him; and we believe that the First Commissioner of Works, who was present, has given directions for carrying into effect the suggestions offered by the deputation.

We UNDERSTAND that the amended rules under the Court of Chancery (Funds) Act, 1872, have received the sanction of the Lord Chancellor and the judges; and that they will come into operation on the 11th of January next.

#### THE EXCEPTION OF PERILS OF NAVIGATION IN CHARTERPARTIES.

The question what amounts to a condition precedent is one which is constantly turning up in different shapes in actions on contracts. The case of *Jackson v. The Union Marine Insurance Company*, recently decided in the Court of Exchequer Chamber, and not yet reported, involved a question of this character. In that case it will be remembered that the Court of Common Pleas were divided in opinion, Bovill, C.J., dissenting from the judgment of Keating and Brett, JJ. (see 22 W. R. 79, L. R. 8 C. P. 572). The Court of Exchequer Chamber has affirmed the decision of the court below by a majority of four to one, Bramwell, B., Blackburn and Mellor, JJ., and Amphlett, B., being of one way of thinking, and Cleasby, B., of the other. The question involved does not in the abstract seem to us a difficult one. The real difficulty lies in its application to the circumstances of individual cases. The facts were in the outline these—It was agreed by a charterparty that a vessel should proceed with all convenient speed (dangers and accidents of navigation excepted) from Liverpool to Newport, and there load a cargo of iron rails for San Francisco. The ship, on her way to Newport, gets upon some rocks in Carnarvon Bay. The charterers throw up the charter and get another ship. The jury find that the time necessary for getting off the ship and repairing her was

so long as to put an end, in a commercial sense, to the commercial speculation entered into by the shipowner and the charterers. The question upon which the case depended was whether, upon that finding, the charterers were justified in throwing up the charter; and this question has been answered in the affirmative.

The point, as one of legal principle, seems to us a tolerably simple one, but the consequences of the application of the usual principle of law to such cases, no doubt, as very forcibly pointed out by Cleasby, B., in his judgment, give rise to great practical difficulty. In answer to that it may be alleged that great practical inconveniences might arise from a decision in accordance with the learned Baron's view. It seems to us that the general rule of law is clear in the case of contracts specifying no time within which they are to be performed—viz., that the law implies that the intention of the parties is that they are to be performed within a reasonable time. It seems also clear law that the question—what amounts to a condition precedent?—depends upon the construction of the contract between the parties; they may contract that the strictest adherence in the most immaterial particular to the letter of a stipulation shall be a condition precedent, but, as a general rule, the law in construing contracts considers that the intention probably is that only conditions which go to the whole or the substantial part of the consideration shall be conditions precedent. It is plain, therefore, that, whether there has been a failure to perform a condition precedent, is very often a matter of degree. If there has been such a failure to perform on the one side, that the consideration offered for performance on the other is substantially not the consideration contracted for, then there is a failure to perform a condition precedent.

To apply these considerations to the case of *Jackson v. The Marine Insurance Company*, it follows from them that there was a contract that the ship should be at Newport within a reasonable time; the ship was not at Newport within such reasonable time, and so far exceeded such time that the speculation, in a commercial sense, was frustrated. Is it not clear that this amounted to failure to perform a condition precedent to the charterers' obligation to load? It was held in *Tarrabochia v. Hickie*, 1 H. & N. 183, that failure to arrive at the port of loading within a reasonable time did not amount to failure to perform a condition precedent, the object of the voyage not being thereby frustrated. Assuming that to be good law it is clear that it does not follow from that case that there may not be such an excess over a reasonable time as to exonerate the other party. The expression, "reasonable time," is an ambiguous one. It may indicate such a time as that any delay beyond it is such as ought to be compensated in damages, or reasonable in the sense that any delay beyond amounts to a total failure of the consideration for performance of the charterer's obligation. Unless, therefore, it can be contended that the charter could be construed to import an absolute obligation of the charterer to load after any lapse of time, however long, provided the shipowner persevered with the contract, it seems clear that the question resolves itself into one of degrees.

But it is very strongly urged, on the other side, that the exception of dangers of navigation must be read in the following manner, viz., that the reasonable time within which the contract is to be performed must be reckoned exclusively of the time covered by any delay occurring through the dangers of navigation. The mode in which the Court of Exchequer Chamber construed this exception is a matter of the greatest importance, as affecting, not only contracts of marine insurance, but many other contracts. Many other contracts contain similar exceptions, and it has always been a question of some difficulty whether the exception prolongs the time of performance. A clause relating to strikes is a common clause in contracts for supplying coal or iron by monthly deliveries. The court held that the

clause was intended to excuse the defaulting party for his non-performance, but not to make his non-performance amount to performance. It seems to us plain that this is both just and conformable to the true intent of the contract. If one party, through no default of his own or of his servants, by perils of navigation, is prevented from having his ship at the required place at the stipulated time, he is excused: that is a very different thing from saddling the other party with the obligation to accept, as a consideration for his performance of the contract, a consideration he never contemplated or contracted for. If the ship arrives within such a time as gives the charterer substantially the consideration which he bargained for, he will be bound to load, though he may be barred of his cross action for delay by reason of the exception. The contention for the defendants amounts, in other words, to saying that the meaning of the exception is that the charterer shall be bound, in the event of the exception applying, to take as his consideration that which is substantially a wholly different consideration from that contemplated by the contract apart from the effects of the exception—*i.e.*, to read the contract as a contract that the vessel shall arrive at Newport within such time as the perils of navigation shall admit. We cannot see that that is a natural construction, or one that it would be commercially reasonable that the charterer should intend. The words are obviously by way of excuse, not of definition of the time for performance.

The inconvenience of the construction for which we are contending, is very strongly urged by Cleasby, B. His argument on that score strikes us as very forcible, but not convincing. It amounts briefly to this: If you lay down the general rule that the charterer must load whenever the ship arrives, provided the delay has been occasioned by the perils of navigation, the master of a ship has a broad, simple principle to act upon whenever in difficulties through perils of navigation, *viz.*, if possible, to repair the ship, and proceed; whereas the effect of the decision is that he must anticipate, under all sorts of difficulties and doubts, what the answer of a jury may be to the question whether the adventure was, commercially speaking, frustrated, without having, perhaps, within his knowledge the necessary data upon which to found a conclusion on the subject—*e.g.*, knowledge of the nature of the market for which the goods to be shipped were intended. His lordship suggests that there will be constant temptations, according to the rise and fall of freights and fluctuations of market, on one side or the other, to throw up the contract on the ground that the venture, commercially speaking, is at an end—that the decision of such cases will be difficult and uncertain, dependent upon the uncertain element of a jury's opinion or prejudice instead of determined by the plain words of a written document—and that, if the charterer wishes to preserve himself from the hardship of loading after too long a delay, he has only to insert an express stipulation as to time in the charter.

An answer to these, no doubt, very forcible considerations appears to lie in this, *viz.*, that general principles of law applicable to the construction of all contracts are not to be set aside on particular grounds of convenience applicable to particular contracts. There seems to be a fallacy lurking in part of the argument. It seems to assume that where the contract is silent as to time the law is making an implication by imputing a reasonable time, whereas it is not making an implication, but following the plain letter of the contract, in saying that the contract is for performance at any time. Surely this is not so; the contract says nothing about time, and in any case the law must make an implication. If so, it must make the implication according to what must be taken to have been the joint agreement of the parties, not in accordance with what may be the most convenient rule for one party. The difficulty that legal rights and conduct depend on, and must be governed according to, uncertain estimates of fact to be made by a jury, is a

difficulty that applies to many legal cases. The vice of the argument seems to be that it makes the convenience of one party alone a ground for inferring the joint intention of both parties. The truth is that probably neither party in these cases very accurately contemplates the result of the failure of the adventure. But why should all the burthen of failure through the fault of neither party be thrown on the charterer? The result of the construction contended for would be, that the exception introduced to protect the shipowner from failure which no effort of his could avoid, would have the effect of throwing all the consequences of such failure on the charterer, who is equally innocent. The proper mode of construing the contract is by applying to it the general principles that regulate the construction of contracts, without reference to particular considerations of convenience affecting one side only. It is not a sound mode of construing a contract to say that great damage is to be cast on one contracting party which he never contemplated, because greater damage would otherwise be cast on the other party which he did not contemplate.

#### JUDICIAL STATISTICS, 1873.

##### IV.—BANKRUPTCY, CHANCERY, &c.

The returns of the Comptroller in Bankruptcy for the year 1873 again show a decrease in the number of bankruptcies, and an increase in the number of liquidations by arrangement and compositions. The number for the last four years together with the aggregate amount of the liabilities are shown in the following table:

	Bank- ruptcies.	Liqui- dations.	Compo- sitions.	Liabilities.
1870	1,351	2,035	1,616	£17,456,420
1871	1,238	2,872	2,170	£14,158,859
1872	933	3,694	2,208	£14,287,418
1873	915	4,152	2,422	£19,184,812

The total number of bankruptcies for the last four years was 4,437, of which 2,819 were pending on the 1st of January, 1874. Only 1,618 bankruptcies were disposed of during the four years; of this number 509 were annulled, and 1,109 were declared closed. In the majority of cases annulled, creditors accepted a composition or an arrangement. Out of the 1,109 bankruptcies declared closed, dividends were paid in 612, in 347 the estates, which were chiefly very small, were absorbed by costs, and in 150 no assets were realized. Since the commencement of the Bankruptcy Act, 1869, 203 bankrupts have applied for orders of discharge; and such orders have been granted to 200, of whom only 23 had paid 10s. in the pound.

The returns relating to trustees in bankruptcy are very remarkable. During the last year 500 trustees were summoned before the court, at the instance of the comptroller, for neglect of duty; in 45 instances the orders made on these summonses were not complied with. Since the commencement of the Act, 1869, 10 trustees have been removed from their office, 16 have become bankrupt, 10 have been ordered to be committed for contempt of court, and 41 are not to be found.

The aggregate cost of distributing the bankrupt estates closed in the year was 30·33 per cent. of the aggregate assets realized. This, however, is no measure of the average cost of distributing a small estate; many small estates being entirely, and many more being almost entirely, absorbed in costs. This fact may partly account for the decrease in the number of bankruptcies and the increase in the liquidations by arrangement, the idea that the latter are less expensive being very common. In the absence, however, of returns showing the costs of liquidations, there are no means of proving that the expense of liquidation is less than that of bankruptcy.

There is a continued and regular decrease in the rate of composition given to creditors in each year since the commencement of the Act. In 1870 out of every 200

compositions 130 were less than 7s. 6d. in the pound, while in 1873 out of every 200 compositions 166 were under that amount.

In the London Court of Bankruptcy and in the county courts 3,378 debtor's summonses were issued, 205 declarations of inability were filed, and 1,359 petitions for adjudication were presented. The number of debtors adjudicated bankrupt was 915, of whom 760 were traders. There were 909 first meetings of creditors, at 821 of which trustees were appointed. Discharges were granted in 10 cases where 10s. in the pound had been or might have been paid, and in 63 cases in which 10s. in the pound was not paid; and in 1 case discharge was withheld. In the previous year discharge was granted to 4 bankrupts who had paid or who might have paid 10s. in the pound, and to 46 others on resolutions of creditors. The total number of bankruptcies dealt with in 1873 was 3,439; out of this number 98 were annulled, 272 were closed after payment of a dividend, and 250 without a dividend. On the 1st of January, 1874, 2,819 cases were still pending. In 1872 the number of bankruptcies was 3,027; of which, 166 were annulled, 192 were closed after payment of a dividend, and 145 without a dividend; while 2,524 were left pending on the 1st of January, 1873. Of the 272 estates closed in 1873 after payment of a dividend, the dividend was under 10s. in the pound in 245 instances, and over that amount in 27. In the year 1872, out of 192 estates closed after payment of a dividend, the dividend in 19 cases was over 10s. in the pound, and under that sum in 173 cases.

Under the separate heading of liquidation by arrangement, it appears that there were 7,673 petitions, and that 4,152 resolutions were registered; and that the gross amount of debts was £11,019,375, and the gross amount of the estates £4,034,553. Under the heading of compositions with creditors it appears that 2,422 resolutions were registered; and that the gross amount of debts was £4,120,310, and the gross value of the estates was £1,228,541. Of the whole number of compositions, it appears that in 2,257 estates the composition was less than 10s. in the pound, and in 165 cases it was over that amount; in only forty cases was the composition 20s. in the pound.

According to the summary of liabilities and assets in bankruptcies, liquidations, and compositions, it appears that in 1873 the total liabilities were £19,184,812, and the total assets were £5,938,117; in 1872 under the same heading the total liabilities amounted to £14,287,418, and the total assets to £4,314,597.

The number of appeals presented to the Court of Appeal in Bankruptcy was 87, of which 74 were heard during the year, and 20, including 7 cases from the previous year, were pending at the end of 1873. The appeals to the chief judge were 106 in number. In 1873 the number of bills taxed was 13,634, the amount being £358,253, of which £55,513 was struck off on taxation. In 1872 the number of bills taxed was 11,814, and the gross amount was £306,135, of which £51,440 was struck off on taxation.

The returns of proceedings in the Court of Chancery are for the year ending the 1st November, 1873, and show that the number of pleas, demurrers, exceptions, motions for decree, causes, special cases, and further considerations for hearing at the beginning of the year was 513, and that 2,219 were set down during the year, making together 2,732; that of this number 1,810 were heard during the year, and 233 otherwise disposed of, leaving 689 in the books and undisposed of at the end of the year. In the year ending the 1st November, 1872, the number at the beginning of the year was 525, and there were set down during the year 2,378, making together 2,903; of this number 1,936 were heard during the year, and 454 otherwise disposed of, leaving a remnant at the end of the year of 513. In the Appeal Court there were at the beginning of the last year 57 appeals and appeal motions in the list, and 176 were set down during the year; 186 were disposed of during the

year, and 15 otherwise disposed of, leaving 31 at the end of the year.

There were also heard during the year 1873, 4 appeals from the County Palatine of Lancaster, and 3 appeals from the Vice-Warden of the Stannaries; and there was one trial without a jury.

The judges in their different courts sat on 859 days, being 33 less than in 1872, and 21 less than in 1871. The Lord Chancellor sat on 25 days alone, and on 51 days with the Lords Justices; the Lords Justices sat on 117 days; the Master of the Rolls on 168 days; and the three Vice-Chancellors on 177, 146, and 175 days respectively. In addition to this the Lord Chancellor sat 21 days in the House of Lords or on the Judicial Committee of the Privy Council, and the Lords Justices sat 24 days on the Judicial Committee. Vice-Chancellor Bacon also sat 31 days as Chief Judge in Bankruptcy.

In 1873 there were drawn up in the Registrars' Office, 14,664 orders, as against 14,710 in 1872. The amount of fees collected by stamps on these orders was £16,357, as against £16,740 in 1872. The orders include those made in chambers as well as in court. The orders made in court numbered 13,866 in 1873, and 13,990 in 1872. In 1862 the number was 10,792.

In the chambers of the Master of the Rolls and the three Vice-Chancellors the total number of summonses was 28,392 in 1873, and 27,636 in 1872; and the number of orders made was 19,261 in 1873, and 19,538 in 1872. There were 2,191 orders brought into chambers for prosecution, besides 75 for the winding up of companies, making together 2,266 in 1873, as against 2,312 in 1872. The debts claimed and adjudicated upon numbered 18,257, and the amount of debts proved was £4,269,663. Under the orders made for winding-up companies, the amount of the calls made was £406,504, the dividends paid to creditors amounted to £252,266, and the sum of £328,230 was ordered to be refunded to contributories. The chief clerks' certificates were 2,888 in number. At the date of the return there were 4,764 orders under which accounts and inquiries were pending. Besides these there were 631 orders for the winding up of companies pending at the end of 1873. At the same period in 1872 the orders pending were 598 for the winding up of companies, and 4,595 other orders. The fees collected in chambers by means of stamps amounted to £14,671 in 1873, and to £14,240 in 1872. The work of the registrars and of the chief clerks of the judges does not exhibit the same increase as for the last ten years.

During the year ending the 1st of November, 1873, there were 2,547 suits commenced by bill or information, 18 special cases were filed, and 897 suits or proceedings were commenced by summons, making a total of 3,462 proceedings commenced, as against 3,444 in 1872, and 3,303 in 1871.

The total amount of fees collected by stamps in the office of the clerks of records and writs was £32,362 in 1873, and £32,066 in 1872.

The examiners of the Court of Chancery examined 418 witnesses in 1873, and received in fees £361; in the previous year the witnesses examined were 507, and the fees amounted to £319.

From the return furnished by the principal secretary to the Lord Chancellor, we find that the number of petitions presented to his lordship was 1,859, being 31 more than in the previous year. From the return of the Secretary of the Rolls it appears that 545 petitions were presented to the Master of the Rolls, as against 621 in 1872. This makes a total of 2,404 petitions in 1873, and of 2,449 in 1872. Further, there were 7 petitions presented to the Lord Chancellor for orders of course, as against 8 in the previous year; and there were 4,385 like petitions to the Master of the Rolls, as against 4,322 in 1872. The amount of fees collected by means of stamps in the office of the principal secretary of the Lord Chancellor was £1,544 15s. in 1873, and £1,508 in 1872. In the office of the Secretary of the Rolls the fees amounted to £2,487 in 1873, and £2,605 in 1872.

The number of references for taxation, as shown by the returns of the taxing masters, was 3,838; the number of bills taxed was 8,072; and the number of certificates and allocaturs was 3,398: in 1872 these numbers were 4,184, 8,453, and 3,656 respectively. The total amount of the costs taxed was £961,373 in 1873, as against £1,075,550 in 1872; the fees of taxation were £28,807 in the later year and £32,006 in the earlier.

In the office of the Masters in Lunacy there were 94 orders of inquiry in commissions of lunacy, and 219 reports made to the Lord Chancellor, as against 97 and 232 in 1872. The returns furnished by the Registrar in Lunacy show that in 1873 there were 194 petitions presented for hearing, and 97 commissions in lunacy issued; in the previous year there were 179 petitions presented, and 99 commissions issued. There were, in 1873, 363 other orders made, and 66 under the Lunacy Regulation Act, 1862.

The return furnished by the Assistant Paymaster-General for Chancery business is for 11 months, it having been found convenient since "The Court of Chancery (Funds) Act, 1872," to alter the period of these returns. During these 11 months the total amount paid into court was £21,779,453, and the sum paid out of court during the same period was £19,496,822. In the previous 12 months the sum paid in was £19,574,422, and the sum paid out was £18,465,976. There were 47,926 cheques signed for the purpose of drawing the moneys paid out; and the number of accounts in the books was 31,146. The amount collected by stamps was £891. These figures show that in the 11 months over which the return extends more business was done in this department than in the previous 12 months. The following table, extending over four years and eleven months, exhibits the increase of the suitors' money during that period. It must be understood that the year "1873" indicates only 11 months.

	Securities.	Cash.
1873 . . . .	£62,291,434	£3,948,384
1872 . . . .	60,422,116	3,535,070
1871 . . . .	59,838,268	3,010,472
1870 . . . .	58,102,593	2,802,366
1869 . . . .	60,512,734	3,223,212

These figures show a remarkable increase in the money of the suitors in court during the last four years. The second column shows the balances on the various accounts. It should be mentioned that, while the balance of suitors' cash (not money owing to suitors but money held by the court as trustee for suitors) amounted in 1873 to £3,948,384 as shown by the books, this sum is represented by £329,939 cash in the Bank, and £2,423,340 debt due from the consolidated fund, otherwise the National Debt Commissioners.

The business of the Court of Chancery did not in 1873 maintain the continuous increase of many years past; there was an increase in its business but it was insignificant.

In the Chancery Court of the County Palatine of Lancaster there were 335 suits commenced, being 15 more than in the previous year. The causes, &c., awaiting hearing at the commencement of the year were 2, and there were 223 set down during the year, making 225; of this number 221 were heard during the year, and 2 were otherwise disposed of, leaving 2 remaining at the end of the year. These numbers vary but little from those of the previous year. There were no causes on further directions awaiting hearing at the commencement of the year, but 64 were set down during the year and 63 were disposed of, leaving 1 for hearing at the end of the year. The number of decrees and orders was 1,296.

In the High Court of Admiralty of England the return is framed so as to show the amount of business transacted in the Liverpool District Registry as compared with the Principal Registry. None of the motions under the head of Liverpool District Registry are heard or disposed of in that registry; all that the district regis-

trar does is to receive the motions and forward them to the principal registry, when they come on in the usual way before the judge, and are disposed of by him; and the order is thereupon drawn up in the principal registry, and a copy thereof transmitted to Liverpool for registration in the district registry. A like procedure is observed with respect to causes and decrees. No money are received in the district registry except for transmission to the principal registry, where all the accounts are kept. The number of causes pending in the principal registry at the commencement of the year was 139, and during the year there were 352 causes instituted, making together 491, as against 473 in 1872. Besides these there were 72 in the Liverpool Registry in 1873, as against 52 in 1872. The total number of motions was 415, of which 332 were in chambers; there were also 56 motions in the Liverpool District Registry; in 1872 there were 366 motions in London, and 30 at Liverpool. The total number of final judgments and decrees was 163 in 1873 and 137 in 1872 in London, and 24 in 1873 and 14 in 1872 from Liverpool. The references to the registrar assisted by merchants were 52 in 1873, and 55 in 1872. The total amount of accounts submitted for investigation was £84,255 in London, and £2,606 in Liverpool. The amounts reported due were £56,269 and £2,222; in 1872 the amount of the accounts submitted was £160,937 in London, and £1,151 in Liverpool. There were 194 bills taxed in London in 1873, and 17 in Liverpool; the number taxed in 1872 was 187 in London, and 11 in Liverpool. The court sat on 123 days. The amount of fees of court was £6,332 in 1873, and £6,407 in 1872.

In the Court for Divorce and Matrimonial Causes there were 464 petitions, including 10 for protection of property, as against 405 in 1872 and 425 in 1871; there were also in 1873 89 petitions for alimony, as against 81 in 1872. The number of motions was 932 and of summonses 850; in the previous year the motions were 810 and the summonses 741. There were 319 causes tried, as against 158 in 1872 and 232 in 1871. There were 3 applications for a new trial. The judgments delivered by the full court were 6 in number, and those by the judge ordinary 286. There were 272 decrees nisi and 215 absolute. The fees of court amounted to £2,964, being £142 more than in 1872.

In the Court of Probate the number of probates granted was 10,693, and there were also 5,018 administrations; these added together exceeded those of the previous year by 595. The value of the probate and administration stamps issued in London was £1,074,565, and for the district registries £757,255. In the previous year the amount was £971,326 for London, and £777,583 for the district registries. The amount received in stamps in the district registries was £63,618, as against £60,756 in 1872. In the forty district registries 17,710 probates and 7,514 administrations were granted; these taken together exceeded those of the previous year by 410. The total amount under which the value of property for probates and administrations was sworn was £52,012,993, making with the amount for the principal registry £119,387,091. In 1872 the total amount was £115,434,908, and in 1871 it was £112,178,935.

In the Ecclesiastical Courts the number of suits was 8 in 1873, as against 2 in 1872. There were, further, 187 suits for faculties in 1873, as against 166 in 1872. The number of faculties decreed was 179. The court fees amounted to £772.

The return made by the Registrar of the Privy Council for 1873 shows the proceedings of the Judicial Committee. There were 108 appeals entered, of which 15 were dismissed for non-prosecution and 114 were heard and determined. Of the appeals lodged since the 1st January, 1860, 237 remained for hearing; in 1872 these numbered 281, and in 1871 they were 362. The Judicial Committee sat on 159 days in 1873, and on 165 in 1872. Since the Committee was strengthened the appeals remaining for hearing have been gradually decreasing.

In the House of Lords during the Session of 1873, the number of cases is shown in the following table, which also shows the appeals in 1872:—

From the Court of Chancery—	1873.	1872.
England . . . . .	16	13
Ireland . . . . .	3	4
From the Court of Exchequer . . . .	1	0
From the Court of Exchequer Chamber—		
England . . . . .	13	9
Ireland . . . . .	1	2
From the Court of Session, Scotland . .	19	21
From the Court of Probate, England .	2	0
From the Court of Divorce, England .	0	3

55      52

Of the 55 appeals and causes in error, 12 were withdrawn and 13 dismissed for want of prosecution. In 1873, 35 judgments were delivered, including those in causes heard in the previous session, as against 32 in 1872. The total number of effective causes remaining for hearing at the end of the session was 34, as against 35 at the end of the previous session.

## Recent Decisions.

### PRIVY COUNCIL.

#### SHIP IN TOW.

The "American," P.C., 22 W. R. 927.

The effect of this case, in which the Privy Council reversed the decision of the court below (22 W. R. 845), is that although, as a general rule, the tug is the servant of the tow, so as to make the latter answerable for any damage done by either or both, yet from the circumstances under which the towage takes place an exception may exist to this rule. In the present case the towing vessel had not been hired by the captain of the ship in tow, and did not in any way act under his control; the towage had been undertaken by the captain of the towing vessel at his own instance, and in order as well to save the property of his owner, who owned both ships, as to earn salvage for himself. Under these circumstances it was held that the vessel in tow was not liable for damage done by a collision with both ships through the default of the tug, and further, that the fact that both ships were owned by the same persons made no difference.

It is important to observe that on the question of default the issue was between a close-hauled sailing-ship and a steamer with a vessel in tow; and that the Privy Council lay down with respect to such a state of circumstances that, under the present Admiralty regulations requiring the steamship to keep out of the way of the sailing-vessel, subject to special circumstances, the distinction between an encumbered and an unencumbered steamer is still to be taken into account.

### COMMON LAW.

#### POOR LAW—GUARDIAN SUPPLYING GOODS.

Davies v. Harvey, Q.B., 22 W. R. 733, L. R. 9 Q. B. 433.

This case is somewhat analogous to that of *Mullins v. Collins* (22 W. R. 297, L. R. 9 Q. B. 292, 18 S. J. 359). It was held that the penalty imposed on poor law officers supplying goods ordered to be given on parochial relief is incurred by a guardian whose partner or manager supplies goods for the use of a pauper, with knowledge of the purpose for which they are supplied, although the guardian is himself wholly ignorant of the transaction. Any other decision would, as in *Mullins v. Collins*, obviously lead to an easy evasion of the Act. Several minor points were raised on the case, which it is not worth while to notice further.

## General Correspondence.

### A QUERY.

[To the Editor of the *Solicitors' Journal*.]

Sir,—If any of your readers will answer the following question, I shall be much obliged to him.

I filed a petition in liquidation; the creditors passed no resolution. The debtor goes to another solicitor, who files another petition. If a trustee be appointed under the last petition, can I recover my costs from him?

G. O. J.

## Societies.

### INCORPORATED LAW SOCIETY.

The following are the minutes of a meeting of the Council of the Incorporated Law Society held on Friday, December 11th, 1874, Mr. Francis Thomas Bircham, president, in the chair:—

The president announced the death, on the 5th inst., of Mr. John Young, in 1858-9 president of the society and since 1848 a member of this council.

The council with heartfelt sorrow order Mr. Young's lamented death to be recorded.

They refer with satisfaction to the warm, but not more than just, record standing on their minutes of 30th June, 1859, when, at the close of Mr. Young's presidency, the council desired to express the sense of obligation with which he had inspired them, and under which he had placed his professional brethren at large. (a)

They can now only, after fifteen years' added experience of their late colleague, further record their unaltered appreciation of his good and great qualities as a man, as a member of the profession which he adorned, and as a colleague; and their deep sense of the loss which his sudden removal has occasioned. Endowed with far more than ordinary abilities, with great quickness of perception, and with eloquence seldom surpassed, his powers were so controlled in their honest and fearless exercise by his undeviating courtesy and good nature, that he has closed a long and active life without an enemy, in full possession of the affectionate respect, not only of this council and a large circle of friends, but also very generally of those amongst whom his lot was cast.

The president is requested to convey to Mrs. Young and the family of their deceased colleague the deeply felt sympathy of the council.

(Signed)

FRANCIS T. BIRCHAM.

(a) The following resolution, which was carried unanimously, is the resolution referred to above:—

That the sincere and cordial thanks of the council be given to Mr. Young, their late president, for the services he has rendered to this society, and the profession, during his year of office.

The council find it difficult to give adequate expression to their feelings of grateful obligation for those services. They desire, however, to record their conviction that, valuable and efficient as have been the labours of many who have preceded him in the office of president, by none has the chair of this society been more worthily filled, by none have the interests of the profession been more earnestly and effectually guarded, its character and honour more admirably maintained, than by him. The council have found in Mr. Young a rare combination of qualities eminently fitting him for the discharge of those varied and important and oftentimes peculiarly difficult duties, which devolve on the president of this society. To industry which never flagged, and patience which never tired, and courtesy which was always conspicuous, he added reasoning powers which rarely failed to convince, and a force and felicity of expression which every one admired.

The council especially desire to record their obligations to Mr. Young for his powerful and eloquent advocacy of concentration of law courts and offices as a public necessity, and to express the pleasure they feel, that he thereby earned the distinction, honourable to himself and the pro-

Dec. 26, 1874.

fession, of being named by her Majesty one of her Royal Commissioners for inquiring into that important subject.  
 (Signed) JNO. J. GLENNIE, president.

## Appointments, Etc.

Mr. HENRY CHARLES CLARKE, solicitor, of Shrewsbury, has been elected coroner for that borough in the room of the late Mr. Corbet Davies. Mr. Clarke was admitted a solicitor in January, 1871, and acted as deputy coroner during the last three years.

## Legal Items.

The Chancery Chambers closed on Wednesday last for the Christmas vacation; they will re-open on the 7th of January.

The *Observer* is informed that the Wesleyan body intend to take legal proceedings to have the right of their ministers to be described on tombstones in parish church-yards by the title of "reverend" established by law.

An unintended reform has been discovered in the new Licensing Act. The discovery was made by the proprietors of singing saloons, and has raised uncomfortable doubts in their minds as to the legality of morning performances at saloons or theatres holding a spirit licence. The Act, as read by certain eminent counsel, seems to render it illegal to open such establishments till five p.m.

The Court of Common Pleas will hold its first sitting in Hilary Term, in Middlesex, on Tuesday, January 12; its second sitting on Monday, January 18; and its third sitting on Monday, January 25. The court will not sit in London during Term. The court will sit after Hilary Term, in Middlesex, on Tuesday, February 2, and in London, at the Guildhall, on Tuesday, February 16.

The first meeting of the newly-formed committee for preserving the jurisdiction of the House of Lords as a court of final appeal for the United Kingdom was held this week at the chambers of Sir George Bowyer; the Right Hon. J. Stuart Wortley, Q.C., in the chair. The memorial to the Lord Chancellor was submitted and approved. The provisional committee resolved itself into a permanent committee, and elected Lord Penzance, chairman; Sir George Bowyer, treasurer; and Mr. Redfern, 13, King's Bench-walk, secretary *pro tem.* The next meeting will take place at 4 p.m. on the 8th of January, at the residence of the Right Hon. J. Stuart Wortley, Q.C., 16, St. James's-place.

The following barristers have been appointed Commissioners for the trial of municipal election petitions for the ensuing year:—Messrs. Dowdeswell, Q.C., Saunders, Prentice, Q.C., Pridesaux, Q.C., and Mr. Charles Coleman. Mr. Biron, who has held the appointment as Commissioner for the two preceding years, has been declared disqualified from holding such a post again by the three election petition judges—Mr. Justice Lush, Baron Pigott, and Mr. Justice Honeyman—on the ground that he, having put himself in nomination for the election of member of Parliament for Canterbury at the last general election, has thereby indicated the leaning of his political views, and as a consequence taken away the independent status of a commissioner for municipal election petitions.

In an action tried at Guildhall on Tuesday before Lord Chief Justice Cockburn, for injury sustained in a railway accident on the 10th October, 1871, from the effects of which the plaintiff was still suffering, the learned judge observed that, with reference to the evidence as to the uncertainty of the period of recovery, the case illustrated the difficulty of assessing the damages in such cases and the defect in the law, which did not admit of a hypothetical or conditional assessment of damages, but required the damages to be assessed absolutely, finally, and at once. In one or two cases the parties had consented at his suggestion that there should be a conditional assessment of damage, that is, a certain sum to be paid now, and a certain further sum in the event of non-recovery within a

specified period; and this or some similar arrangement, as, for instance, an annuity during the continuance of the disability—ought to be the law.

Lord Chief Justice Coleridge, when sitting at Guildhall last week, called attention to the very unnecessary inconvenience the special jurors were put to, from the present mode of summoning them from one or from at most two wards, each ward representing a particular district of the city. The associate had just handed to him the list of jurymen summoned for those sittings, from which it appeared that thirty-two were taken from Mincing-lane and sixteen from Wood-street, nearly a whole district being thus taken captive. Moreover, the consequence was that, each trade being as a rule concentrated in a particular locality, the suitors were liable to lose the advantage of the more general knowledge of a jury summoned from several instead of from a single or from two wards.

The Solicitor-General, writing to the *Manchester Evening News*, which had published some rumours respecting the delay which had occurred in the knighting of the hon. and learned gentleman, says that there is not the slightest ground for alleging that the honour of knighthood was denied him in consequence of any domestic circumstance, or that he ever threatened to resign if the honour were long withheld. The delay was caused by Mr. Disraeli having forgotten that the Solicitor-General was not knighted, and when, after the session was over, the Home Secretary, unsolicited by Mr. Holker, wrote to Mr. Disraeli on the subject, the answer he received was that the Prime Minister deeply regretted that the matter had escaped his memory. He suggested that the honour should be conferred immediately the Queen (who was then at Balmoral) returned to London, or, if the Solicitor-General so wished, at once, by special letters patent. The hon. and learned gentleman elected to wait until her Majesty came back to town, and upon the first convenient opportunity after her return from Scotland, the Queen conferred upon him the honour of knighthood.

## PRESENTATION OF A TESTIMONIAL TO MR. HARRY G. ROGERS.

On Saturday evening some sixty gentlemen, members of the United Law Clerks' Society, gave a dinner for the purpose of presenting Mr. Harry G. Rogers, the well-known honorary secretary of the society, with a handsome silver salver, and a silver tea and coffee service. The chairman, in proposing the toast of the evening, mentioned that Mr. Rogers had been a member of the society from its foundation in 1832, and that, principally owing to his untiring exertions, the society had now an invested capital of £50,000.

## Court Papers.

### COURT OF CHANCERY.

#### NOTICE.

During the Christmas vacation:—All applications to the Court of Chancery which are of an urgent nature are to be made to the Vice-Chancellor Sir C. Hall.

All applications *ex parte* are to be sent to the Vice-Chancellor, accompanied by the brief of counsel, a copy of the bill, a certificate of bill filed, and office copies of the affidavit in support of the application, and also by minute in duplicate, on separate sheets of paper, signed by counsel, of the order he may consider the applicant entitled to, and an envelope capable of receiving the papers, with sufficient stamp affixed thereto, and addressed as follows:—"To the Registrar in Vacation, Chancery Registrar's Office, Chancery-lane, W.C.", and also a stamped envelope (addressed to the solicitor) to contain one of such minutes.

The papers sent to the Vice-Chancellor will, when an order is not made thereon, be returned to the solicitor; when an order is made thereon, one copy of the minute of the order will be sent to the solicitor and the other papers will be sent to the registrar.

All applications for leave to give notice of motion only may be made to the chief clerk at chambers.

The Vice-Chancellor's address can be obtained on application at his Honour's chambers, No. 14, Chancery-lane.

The chambers of Vice-Chancellor Sir C. Hall will be open on Thursday, the 24th; Tuesday, the 29th; Wednesday the 30th; and Thursday, December 31; and on Friday, the 1st; Tuesday, the 5th; and Wednesday, the 6th of January, from 11 to 1 o'clock.

#### SITTINGS AFTER HILARY TERM, 1874.

##### COURT OF APPEAL IN CHANCERY.

Lincoln's Inn.

Monday Jan 1...App.mnts. & apps

Tuesday...12...Appeals

Wednesday...13...Appeals

Friday...15...Bkt apps & apps.

Saturday...16...{ Petts in Lunacy &

app pets.

Monday...18...App mnts & apps

Tuesday...19...Appeals

Wednesday...20...Appeals

Thursday...21...Appeals

Friday...22...Bkt. apps. & apps

Saturday...23...{ Petts in Lunacy &

{ app pets.

Monday...25...App.mnts. & apps

Tuesday...26...Appeals.

Wednesday...27...Appeals.

Thursday...28...Appeals.

Friday...29...Bkt. app. & apps.

Saturday...30...{ Petts. in Lunacy &

{ App Petts.

Monday Feb 1...App.mnts. & apps

##### MASTER OF THE ROLLS.

Chancery Lane.

Monday Jan 1...Mnts. & gen. pa.

Tuesday...12...General paper.

Wednesday...13...General paper.

Thursday...14...Mnts. & gen. pa

Friday...15...General paper.

Saturday...16...{ Petts. sh. caus. &

gen. pa.

Monday...18...{ adj. summs. &

gen. pa.

Tuesday...19...General paper.

Wednesday...20...General paper.

Thursday...21...Mnts. & gen. pa.

Friday...22...General paper.

Saturday...23...{ Petts. sh. caus. &

gen. pa.

Monday...24...{ adj. summs. &

gen. pa.

Tuesday...25...General paper.

Wednesday...26...General paper

Thursday...27...General paper.

Friday...28...Mnts. & gen. pa

Saturday...29...General paper.

Friday...30...Petts. sh. causes &

adj. summs. & gen. pa.

Monday Feb 1...General paper

N.B.—Further Considerations will

be taken as part of the General

Paper in priority to original

Causas, but will not take pre-

cedence of any Cause or matter

that has already appeared in the

Paper.

Unsolved petitions must be

presented and copies left with the

Secretary, an or before the

Thursday preceding the Saturday

on which it is intended they

should be heard; and any causes

intended to be heard as short

causes must be so marked at

least one clear day before the

same can be put in the paper to

be heard and the necessary

papers left in Court with the

Judge's Officer the day before

the cause comes into the paper.

##### V. C. Sir RICHARD MALINS.

Lincoln's Inn.

Monday...Jan 1...Mnts. & gen pa

Tuesday...12...General paper.

Wednesday...13...General paper.

Thursday...14...Mnts. & gen pa.

Friday...15...Petts. & gen pa.

Saturday...16...{ Sht. causes, adj.

summs., & gen pa.

Monday...17...{ adj. summs. &

gen pa.

Tuesday...18...{ adj. summs. &

gen pa.

Wednesday...19...General paper.

Thursday...20...Mnts. & gen pa.

Friday...21...Petts. & gen pa.

Saturday...22...{ Sht. causes, adj.

summs., & gen pa.

Monday...23...{ County Ct. apps.

& general pa.

Causes, but will not take pre-  
cedence of any Cause or Matter  
that has already appeared in the  
Paper.

Any Causes intended to be  
heard as Short Causes must be so  
marked at least one clear day be-  
fore the same can be put in the  
Paper to be so heard, and the  
necessary papers left in Court

with the Judge's Officer the day  
before the Cause comes into the  
paper.

No cause, motion for decree, or  
further consideration, except by  
order of the Court, may be  
marked to standover if it shall be  
within twelve of the last cause or  
matter in the printed paper of  
the day for hearing.

#### PUBLIC COMPANIES.

##### GOVERNMENT FUNDS.

LAST QUOTATION, Dec. 23, 1874.

3 per Cent. Consols, 91½ x 4	Annuities, April, '83 9½
Ditto for Account, Jan. 92½	Do. (Red Sea T.) Aug. 1868
3 per Cent. Reduced 91½	Ex Bills, £1000, 2½ per C. 5 dls.
New 3 per Cent., 91½	Ditto, £500, Do. 5 dls.
Do, 3 per Cent., Jan. '84	Do, 1½ per Cent., Jan. '84
Do, 2 per Cent., Jan. '84	Bank of England Stock, 8 per
Do, 1 per Cent., Jan. '84	Cent. (last half-year), 3½
Annuities, Jan. '84—	Ditto for Account.

##### RAILWAY STOCK.

	Railways.	Paid.	Closing Price
Stock Bristol and Exeter	100	116	
Stock Caledonian	100	94½	
Stock Glasgow and South-Western	100	100	
Stock Great Eastern Ordinary Stock	100	39½	
Stock Great Northern	100	125	
Stock Do. A Stock*	100	150	
Stock Great Southern and Western of Ireland	100	109	
Stock Great Western—Original	100	111½	
Stock Lancashire and Yorkshire	100	143	
Stock London, Brighton, and South Coast	100	52	
Stock London, Chatham, and Dover	100	147½	
Stock London and North-Western	100	114	
Stock Manchester, South Western	100	75	
Stock Manchester, Sheffield, and Lincoln	100	75½	
Stock Do., District	100	30	
Stock Midland	100	154	
Stock North British	100	45	
Stock North Eastern	100	104½	
Stock North London	100	113	
Stock North Staffordshire	100	49	
Stock South Devon	100	38	
Stock South-Eastern	100	113½	

##### MONEY MARKET AND CITY INTELLIGENCE.

The home railway market, which was rather dull, though with an upward tendency, at the close of last week, opened on Monday with a steady tone. On Tuesday and Wednesday day there was considerable depression. The foreign market has been inactive.

#### BIRTHS, MARRIAGES, AND DEATHS.

##### BIRTHS.

HAGGARD—On Dec. 20, at 11, Sussex-gardens, Hyde-park, the wife of Bazett Haggard, Esq., barrister-at-law, of a son.

HARCOURT—On Dec. 19, at Lorano, Clapham-park, the wife of Clarence Harcourt, solicitor, of a daughter.

MAUDE—On Dec. 18, at Clapton, E., the wife of Henry A. Maude, of 3 and 4, Great Winchester-street-buildings, E.C., solicitor, of a son.

##### MARRIAGE.

DAVIES—COOPER—On Dec. 17, at St. Giles, Norwich, George Christopher Davies, Esq., Solicitor, Newcastle-on-Tyne, eldest son of D. C. Davies, Esq., of Oswestry, to Louisa Alice, second daughter of Robert Cooper, Esq., solicitor, Norwich.

##### DEATHS.

LEVER—On Dec. 20, at 21, Norfolk-crescent, Hyde-park, Charles Baldwin Lever, Esq., solicitor, 19, Bedford-row, aged 43.

SOUTHEY—On Dec. 19, at 16, Ely-place, Holborn, Robert Southey, in his 70th year.

#### LONDON GAZETTES.

##### Professional Partnerships Dissolved.

TUESDAY, Dec. 22, 1874.

Finney, John Douglas, and Richard Finney, Furnival's inn, attorneys and solicitors. Dec. 12

##### Winding up of Joint Stock Companies.

TUESDAY, Dec. 22, 1874.

LIMITED IN CHANCERY.

Imperial Mineral Water Company, Limited.—By an order made by V. C. Malins, dated Dec 11, it was ordered that the above company be wound up. Payne, King's rd, Bedford row, solicitor for the petitioner.

**London and County Tramways Company, Limited.**—Creditors are required, on or before Jan 15, to send their names and addresses, and the particulars of their debts or claims, to Charles Lee Nichols, Gresham buildings, Basinghall st., Jan 29, at 17, is appointed for hearing and adjudicating upon the debts and claims, Metropolitan Licensed Victuallers and Householders' Collieries Association, Limited.—By an order made by V.C. Mails, dated Dec 11, it was ordered that the above company be wound up, Sheppard and Sons, Finsbury circus, solicitors for the petitioners.

**Shanklin Madeira Hotel Company, Limited.**—By an order made by V.C. Hall, dated Dec 11, it was ordered that the above company be wound up. Durrant, Gildith chambers, Basinghall st., solicitor for the petitioners.

#### Friendly Societies Dissolved.

TUESDAY, Dec. 22, 1874.

**Provident Gardeners' Friendly Society, Union Hotel, Longton.** Dec 7  
Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Dec. 18, 1874.

**Cattell, William, Swavesey, Cambridge.** Gent. Jan 15. Cattell v Hemington, V.C. Bacon. Foster, Cambridge.  
**Gibbs, William, Surrey place, Rotherhithe.** Gent. Jan 15. Cotsford v Wate, M.R.  
**Gravel, Thomas John, Red Cross st, Carver.** Jan 30. Gravel v Gravel, V.C. Hall. Barrett, Leaderhead at Harker, William, Liverpool, Fruit Salesman. Jan 14. Jones v Harker, at the office of the Registrar, Liverpool District  
**Huggins, Henry, Gordon House, Kentish Town.** Esq. Jan 11. Pawle v Huggins, V.C. Mails. Watson, Fenchurch st  
**L'Amie, Maria, Loughborough rd, Brixton, Widow.** Jan 11. Roberts v Rutherford, V.C. Hall. Christmas, Walbrook  
**Rynall, Louisa, Upper Richmond rd, Putney, Widow.** Jan 12. Barber v Draught, V.C. Mails. Belward, Southampton st, Bloomsbury  
**Simpson, Rebecca, Downham, Cambridge, Widow.** Jan 20. Simpson v Simpson, V.C. Hall. Kingsford and Dorman, Essex st, Strand  
**Sloss, Edward Augustus, Measian Meer, India, Captain in the R.A.** May 1. King v Campbell, V.C. Mails. Sheppard, Finsbury circus

#### Creditors under 32 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, Dec. 15, 1874.

**Alexander, John, Bedford st, Red Lion st, Holborn, Innkeeper.** Jan 31. Gibson, Dartford  
**Bowell, Charles Simpson, Redditch, Worcestershire, Surgeon.** Feb 12. Sanders, Bromsgrove  
**Bradshaw, William Platt, Levenshulme, Lancashire.** Esq. March 1. Hall and Janson, Manchester  
**Burges, Daniel, Bristol, Town Clerk.** Jan 31. Burges, South square, Gray's inn  
**Cautell, Mary Ann, Bisbynden, Southampton, Widow.** Jan 23. Sharp and Co, Southampton  
**Drewitt, Richard, Lewes, Sussex, Trainer of Race Horses.** Feb 10. Tidy and Co, Sackville-street, Piccadilly  
**Fletcher, Harriet, Tong, Kent, Widow.** Jan 31. Young & Co, Frederick's place, Old Jewry, London  
**Foster, Sophia, Bristol, Widow.** Dec 31. Hunt & Co, Bristol  
**Gardiner, Thomas, Liverpool, Sailmaker.** Jan 15. Payne and Son, Liverpool  
**Goldstraw, Paul, Lozells, Aston, Warwick, Gent.** Jan 1. James and Certon, Birmingham  
**Hanks, Joseph, Birmingham, Victualler.** Jan 9. Wood, Birmingham. Heeley, Clement, Birmingham, Ironfounder. Jan 9. Wood, Birmingham  
**Horfield, William, Swillington Mills, York, Corn Miller.** Feb 1. Weddall and Parker, Selby  
**Hows, James, Brightlingsea, Essex, Gent.** Jan 11. Pope, Colchester Jackson, Emily, Scarborough, York, Chemist. March 1. Moody and Co, Scarborough  
**Jones, Lewis, Cardigan, Postmaster.** Jan 20. Jenkins and Evans, Cardigan  
**Leachman, Benben, Compton terrace, Islington, Gent.** Feb 18. Whittington and Son, Bishopsgate st Without  
**Loevert, George, Runcorn, Cheshire, Coal Merchant.** Jan 15. Linaker, Runcorn  
**Martins, Robert Grimmer, Acton st, King's Cross rd, Licensed Victualler.** Jan 25. Stileman and Neate, Southampton st, Bloomsbury  
**Mattley, Robert, Rochdale, Lancashire, Woolstapler.** Jan 1. Hartley Hochdale  
**Miles, William, Leicester, Gent.** March 1. Owston, Leicestershire  
**Miller, John, Thoydon Garnon, Essex, Farmer.** March 25. Rawlings, Romford  
**Paine, John, Peckham place, near Brighton, Esq.** March 25. Hill and Co, Brighton  
**Pratt, Henry, Nottingham, Gent.** Feb 1. Percy and Co., Nottingham  
**Sommer, Right Rev Charles Richard, Bishop, Farnham Castle, Surrey.** March 25. Border and Danning, Parliament st, Westminster  
**Robert, Thomas, Alawdhwa, near Denbigh, Farmer.** Feb 1. Gold and Co, Denbigh  
**Sainsbury, George, Bathaston, Somerset, Gent.** Feb 17. Gribble and Gouldsmith, Bristol  
**Shaw, Mary Ann, Southsea, Southampton.** Dec 19. Webb, Southsea Spink, Sarah Martin, Bickley, Kent. Jan 11. Morris and Co, Finsbury circus  
**Todd, Charlotte, Mount Ephraim, York, Widow.** Feb 1. Wood, York Winfield, Sarah, Lount House, Colton, Stafford. Jan 31. Watkin and Cliff, Gray's inn square  
**Young, George William, Whitehaven, Cumberland, Innkeeper.** Jan 1. Atter

FRIDAY, Dec. 18, 1874.

**Ash, George, Wynne rd, Brixton.** Jan 15. Mason, Maddox st, Regent st  
**Bevila, John, Cinderford, Gloucestershire, Innkeeper.** Jan 30. Brether-ton, Gloucester

**Berry, Grove, Southport, Lancashire, Esq.** Feb 10. Whitley and Maddock, Liverpool  
**Bull, Edwin, Bloemfontain, South Africa.** April 6. Underwood and Colman, Holles st, Cavendish square  
**Chamberlayne, Walpole, Great Dunham, Norfolk, Gent.** Feb 1. Cooper and Norgate, East Dereham  
**Cooper, Francis, Heeley, Sheffield, Gent.** Jan 30. Browns and Son, Sheffield  
**Crompton, James, Bolton, Lancashire, Retired Shopkeeper.** March 1. Gooden, Bolton  
**Douglas, Anne, Clifton, Bristol.** Feb 18. Crawley and Arnold, Whin-hall place  
**Elliott, John, South Brent, Devonshire, Esq.** March 25. New and Rundle, Devonport  
**Evans, John, Wolverhampton, Staffordshire, Innkeeper.** Jan 19. Thomas and Co, Wolverhampton  
**Everard, Christopher Squire Botsford, Barking rd, House Agent.** Jan 31. Marsh, Fen court, Fenchurch st  
**Gorwy, John Lambert Arden, jun, Kingston, Somersetshire, Gent.** Jan 20. Brie, Bridgewater  
**Haddon, John, Pinxton rd, Chelms, Lodging house Keeper.** Jan 15. Mason, Maddox st, Regent st  
**Hall, Alexander Hall, Watergate House, Hants, Esq.** Feb 28. Watson and Co, New sq, Lincoln's inn  
**Hazel, Sarah Jane, Stanley rd, Fulham.** Jan 15. Mason, Maddox st, Regent st  
**Holland, William, Liverpool, Pawnbroker.** Feb 10. Whitley and Maddock, Liverpool  
**Johnson, John, Nottingham, Locomotive Superintendent.** March 1. Bell, London rd, Nottingham  
**Johnston, Adam, Halton, Chester, Doctor.** Jan 1. Rogers, Liverpool  
**Laidler, George, Yarm, Yorkshire, Butcher.** Feb 1. Wooller, Darlington  
**Mattley, Robert, Rochdale, Lancashire, Woolstapler.** Jan 15. Hartley, Rochdale  
**Miles, Elizabeth, Oakham, Rutland.** Jan 31. Masterman and Co, Ashford Friars  
**Oldfield, Mary Ann, Bryn Clwyd, Flintshire.** Feb 15. Morice, Sergeant's inn, Fleet st  
**Owen, Alfred, Maghull, Lancashire, Gent.** Feb 10. Whitley and Maddock, Liverpool  
**Piper, Mary, White Lion st, Chelsea.** Jan 15. Mason, Maddox st, Regent st  
**Plummer, Anne, Talbot square, Widow.** Feb 8. Hallows and Co, Bedford row  
**Temple, Emily, St John's Common, Keymer, Sussex.** Jan 29. Clark Great James st  
**Tulz, John Augustus, Addlestone, Surrey, Esq.** Jan 22. Johnstone, Raymond buildings, Gray's inn  
**Tylden Dame Mary, Trevennon, St Austell, Cornwall.** Jan 22. Hunters and Co, New square, Lincoln's inn  
**Vincent, Ann, Beckley, Sussex.** Jan 15. Johnson, Faversham  
**White, Ann, Cockfosters hill, Arnold, Nottinghamshire.** Feb 1. Byas, Mansfield

#### Bankrupts.

FRIDAY, Dec. 18, 1874.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Edwards, Thomas, jun, Glenarm rd, Lower Clapton, Attorney. Pet Dec 15. Hazlitt, Jan 8 at 12.30

Fruhling, George Charles, and Anton Mortimer Conrath, Brambante, Pittipot lane, Commission Merchants. Pet Dec 15. Hazlitt, Jan 8 at 11

Hartley, Frederick William, Dorcas terrace, Hammersmith, Gas Dealer. Pet Dec 14. Brougham, Jan 8 at 12

Lister, Charles Lionel, St Dunstan's hill, Wine Merchant. Pet Dec 14. Murray, Jan 12 at 12.30

Thompson, John William Mattock, St Thomas's rd, South Hackney in occupation. Pet Oct 20. Brougham, Jan 13 at 12

Yates, George, Doynton st, Highgate New Town, Builder. Pet Dec 15. Hazlitt, Jan 15 at 11

To Surrender in the Country.

Bagshawe, John James, Sheffield, Steel Manufacturer. Pet Dec 10. Rodgers, Sheffield, Jan 8 at 12

Baxter, Joe Hezekiah, Huddersfield, York, Fruiterer. Pet Dec 15. Jones, Huddersfield, Jan 13 at 11

Featherstone, Joseph, Newcastle-upon-Tyne, Merchant. Pet Dec 10. Bradshaw, Newcastle, Dec 29 at 2

Ord, Robert, and James Purvis, Berwick-upon-Tweed, Tailors. Pet Dec 14. Mortimer, Newcastle, Dec 31 at 11.30

Price, Thomas, Mansel Garage, Hereford, Farmer. Pet Dec 14. Reynolds, Hereford, Jan 5 at 11

Shackleton, John, Halifax, Wood Dealer. Pet Dec 14. Rankin, Halifax, Dec 31 at 11

Sparks, William, Trelawny Farm, Devon, Cowkeeper. Pet Dec 14. Daw, Exeter, Dec 30 at 11

Vineen, Henry, sen, Cambridge, Coach Builder. Pet Dec 10. Eedes, Cambridge, Dec 31 at 3

#### BANKRUPTCIES ANNULLED.

FRIDAY, Dec. 18, 1874.

Ellis, Alfred, Markham square, Chelsea. Dec 12

#### Liquidation by Arrangement.

#### FIRST MEETINGS OF CREDITORS.

FRIDAY, Dec. 18, 1874.

Bass, Roger Gibbons, Manchester, Grocer. Dec 30 at 3 at offices of Weston and Co, Norfold st, Manchester

Beaven, John Lawrence, Shrewsbury, Salop, Corn Dealer. Dec 22 at 3 at offices of Lawrence, Swan hill, Shrewsbury

Beech, Samuel, Birmingham, General Patterer Maker. Jan 8 at 3 at offices of Rowlands and Baglin, Curzon row, Birmingham

Biggs, William, Frederick, Aldersmory, Refreshment Contractor. Jan 2 at 1 at offices of Dabbs, Gresham buildings, Basinghall st, Medcalf, Gresham buildings, Basinghall st

Dec. 26, 1874.

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- Brocken, Cyrus, Daw Green, near Dewsbury, York, Provision Dealer. Jan 4 at 3 at the Station Hotel, Batley, Ridgway Bed, Alexander Blackwood, Halifax, York, Boot Manufacturer. Dec 29 at 3 at offices of Longbottom, Northeast Chambers, Halifax Bellini, Alfred, Crown rd, Fulham, Builder. Jan 4 at 2 at offices of Bates and Co, Cheapside Brown, Henry, Southwold, Suffolk, Tailor. Jan 5 at 11 at offices of Stanley, Bank plain, Norwich Caleton, Ven, Wellington, Cabbage Hall, near Liverpool, Commercial Traveller. Dec 30 at 12 at offices of Rites, Dale st, Liverpool Cambell, Alfred, Long lane, Bermondsey, Undertaker. Dec 26 at 10 at Old Kent rd Carr, George, Gable st, St Georges-in-the-East, Lamp Manufacturer. Dec 31 at 2 at offices of Tilley and Co, Finsbury place South Castle, Alfred Darley, Mincing lane, Chemical Manufacturers' Agent. Jan 5 at 2 at offices of Quiller and Co, Moorgate st, Hollands and Co, Mincing lane Cass, Isaac, Union court, Old Broad st, Merchant. Jan 7 at 2 at offices of Cooper and Co, George st, Mansion House, Hollands and Co, Mincing lane Chapman, Henry, Rockhall terrace, Orkirklowe, Auctioneer. Dec 28 at 1 at offices of Crouch and Spencer, Queen's buildings, Queen Victoria st Cayton, John Peat, East Ardsley, York, Farmer. Jan 1 at 3 at offices of Harrison and Smith, Chancery lane, Wakefield Cowridge, Bay Alfred James, Bromham, Bedford. Jan 4 at 12 at offices of Whaley and Piper, Dame Alice st, Bedford Collier, Frederick, Christian st, Commercial rd, Biscuit Bakery Manager. Dec 26 at 11 at 2, King's rd, Bedford row. Dobson, Frederick place, Mile End rd Cox, James, High st, Stoke Newington, Bootmaker. Dec 29 at 11 at offices of Rogers, Circus place, Finsbury circus Davies, Edward Hugh, Dinas Mawddi, Merioneth, Land Agent. Jan 2 at 11 at offices of Hughes and Son, North Parade, Aberystwyth Davies, Evan, Swansea, Glamorgan, Outfitter. Dec 31 at 3 at offices of Swindon, Castle Bailey st, Swansea Dene, Robert, Bristol, Ale Merchant. Dec 31 at 2 at offices of Hancock and Co, Guildhall, Broad st, Bristol. Beckingham, Bristol Derbyshire, Michael, Uttoxeter, Staffs, Fish Dealer. Jan 13 at 2 at the Midland Hotel, Burton-upon-Trent. Barghaw, Uttoxeter El, John, Aston-Juxta-Birmingham, Eye Liquid Manufacturer. Dec 31 at 11 at the Union Hotel, Union st, Birmingham. Grove, Birmingham Edwards, Edward, Brighton, Sussex, Printer. Dec 29 at 11 at offices of Shail, Middle st, Brighton Eridge, Charles, Grove terrace, South Hackney, Tailor. Jan 2 at 1 at the Masons' Hall Tavern, Masons' Avenue, Basinghall st, Pullen, Chislers, Temple Elmann, Henry, Seven Sisters' rd, Finsbury Park, Baker. Dec 29 at 3 at the Masons' Hall Tavern, Basinghall st, Nease, London wall Ellinger, Hyman, Wrexham, Denbigh, Jeweller. Dec 30 at 10 at 104, Llanidloes, Whitechapel. Dobson, Frederick place, Mile End rd Farnington, William, jun, Dockhead, Bermondsey, Baker. Dec 31 at 3 at offices of Silvester, Great Dover st, Southampton Fryer, Thomas, Birmingham, Saddler. Jan 4 at 11 at offices of Free, Temple row, Birmingham Gaithorp, James, Huddersfield, York, Plumber. Dec 30 at 12 at offices of Craven and Sunderland, King st, Huddersfield Geary, Joseph, Belgrave, Leicester, Boot Manufacturer. Dec 31 at 11 at offices of Harvey, Pocklington's Walk, Leicester Germain, William, Eastwood terrace, Horneay rd, Tool Manufacturer. Jan 5 at 12 at offices of Bennett and Brutherford, Friday st Gibbs, William, Newcastle-upon-Tyne, Boot Maker. Jan 6 at 12 at offices of Blackpool and White, Grey st, Newcastle-upon-Tyne Godfrey, William Harry, Albany st, Regent's Park, Grocer. Dec 26 at 10 at offices of Hartcum, King's rd, Bedford row Hall, Robert James, Herford, Innkeeper. Dec 30 at 12 at offices of Corver, High town, Hereford Haratt, John James, Southport, Lancashire, Merchant. Jan 12 at 12 at offices of Hamond and Co, North John st, Liverpool. Norris and son, Liverpool Holden, Richard, Braunton, Devonshire, Farmer. Jan 5 at 12 at offices of Bencraft, Bridge Hall chambers, Barnstaple Holler, John Samuel, Axminster, Devonshire, Accountant. Jan 4 at 11 at Dolphinstown, Colyton, Paul, Glazier Homeworth, Henry William, Stratford place, St Marylebone, Gt. Nt. Jan 9 at 11 at offices of Macaulay, Praed st, Paddington Henderson, John, Newcastle-upon-Tyne, Contractor. Dec 30 at 2 at offices of Bush, St Nicholas buildings, Newcastle-upon-Tyne Holbrook, John, Nottingham, Cab Proprietor. Dec 28 at 12 at offices of Parsons, Eldon Chambers, Nottingham Holt, James, Rochedale, Cardmaker. Jan 6 at 3 at offices of Roberts and Son, John st, Rochdale Holden, Sofus Emil, Gracechurch st, Commission Agent. Jan 7 at 3 at offices of Cartier, Clement's inn, Strand Hull, Thomas Edwards, Sheffield, Tailor. Dec 29 at 3 at offices of Forrest, Queen st, Sheffield Jones, Thomas, Aberavon, Glamorgan, Chemist. Dec 30 at 3 at offices of Tenant, Aberavon Lambert, George, Nottingham, Hoiser. Dec 31 at 11 at offices of Thorpe and Thorpe, Thurland st, Nottingham Lawford, Walter, Liversedge, York, Cardmaker. Jan 4 at 3 at offices of Currie, Cleckheaton Mason, Henry, Kingston-upon-Hull, Dealer in Cutlery. Dec 29 at 3 at offices of Summers, Manor st, Kingston-upon-Hull Maud, Ann, High Wycombe, Buckingham, Chair Manufacturer. Dec 31 at 11 at offices of Parker and Son, Easton st, High Wycombe Munday, Alfred, Dewsbury, York. Jan 4 at 2 at offices of Watts and Son, Church st, Dewsbury Palmer, James, Bunhill court, Finsbury, Cardboard Manufacturer. Dec 31 at 3 at offices of Waddell, Queen Victoria st, Chandler, Bishopsgate st Within Perkins, John Berrill, Wellingborough, Northampton, Carpenter. Dec 11 at 13 at offices of Burnham and Henry, High st, Wellingborough Phillips, William, Evan, Ferryside, Carmarthen, Boot Maker. Jan 3 at 16.30 at offices of Green and Griffiths, St Mary st, Carmarthen Reeves, Henry, Bloomfield rd, Burdett rd, Limehouse, Grocer. Jan 4 at 2 at offices of Carter and Bell, Leadenhall st Ross, John, Carmarthen, Licensed Victualler. Dec 26 at 10.30 at offices of Green and Griffiths, St Mary st, Carmarthen Sambrook, Elijah, Packmoor, Stafford, Miner. Dec 23 at 11 at offices of Salt, High st, Tunstall Seaman, David, Liverpool, Dealer in Horser. Jan 2 at 2 at offices of Banks and Kendall, Pembroke place, Liverpool Stalard, Samuel Slack, Easton rd, Commercial Traveller. Dec 31 at 11 at offices of Deane and Co, South square, Gray's Inn Stanfield, George Clarkson, Beilise square, Artist. Dec 21 at 3 at offices of Stileman and Neate, Southampton st, Bloomsbury Stevens, Richard, Shrewsbury, Salop, Boot Manufacturer. Dec 29 at 11 at offices of Clarke, Swan hill, Shrewsbury Sturges, Charles Thomas Morgan, Exeter, out of business. Dec 31 at 10.15 at the White Hart Hotel, South st, Exeter Taylor, Frederick, Boston, Lincoln, Innkeeper. Dec 28 at 11 at offices of Dyer, Church st, Boston Thomas, William, Longbenton, Glamorgan, Grocer. Dec 31 at 11 at offices of Davies and Hartland, Rutland st, Swansea Tripcony, Thomas Matthew, St John's st, Clerkenwell, Stationer. Jan 5 at 3 at the Guildhall Coffee House, Gresham st, Piose and Son, Old Jewry chambers Turner, James, Morton, Linen, Manure Manufacturer. Jan 1 at 12 at the Queen's Hotel, East Retford Voke, William, Southgate, Hants, Commercial Traveller. Dec 31 at 4 at offices of King, North st, Portsea Walsh, William George, Sheffield, Blacksmith. Dec 31 at 11 at offices of Turner, Queen st, Sheffield Westwell, William, Great Harwood, Lancashire, Waste Dealer. Jan 5 at 11 at the Old Bull Hotel, Blackburn. Tattersall, Blackburn Westwood, Nathaniel Williams, High st, Kingsland, Provision Dealer. Dec 30 at 12 at offices of Foster, Chancery lane Wiggin, James, Temple, Whitehaven, Cumberland, Chemist. Jan 5 at 12 at offices of Webster, Queen st, Whitehaven Wilson, Bannister, Chorley, Lancashire, Grocer. Jan 3 at 11 at offices of Stanton, High st, Chorley Wood, Charles, Nottingham, Butcher. Jan 5 at 12 at offices of Lee, Jun, Peter gate, Nottingham Wood, George, Newcastle-upon-Tyne, out of business. Dec 30 at 2 at offices of Sewell, Grey st, Newcastle-upon-Tyne Wood, George James, and Ebenezer Charles Doncaster, Slough, Buckingham Mineral Water Manufacturers. Jan 4 at 3 at 99, Cheapside. Phelias, Lincoln's Inn fields Wyllye, Alfred, Baxendale st, Bethnal Green, Chair Maker. Jan 5 at 3 at offices of Brighten, Bishopsgate st Without

TUESDAY, Dec. 22, 1874.

- Appleton, Thomas, Hanley, Stafford, Haberdasher. Jan 2 at 11 at the Head Inn st, Macclesfield. Shires, Market st, Leicestershire Bagley, Thomas, Birmingham, Varish Manufacturer. Dec 29 at 3 at offices of Brown, Bennett's hill, Birmingham. James anderton Bages, John Robert, Richmond st, Southwark, Gas Fitter. Jan 1 at 13 at offices of Hedger, Furnival's inn, Holborn Baldwin, John Charles Campbell, Belize park, Hampstead, Merchant. Jan 14 at 3 at offices of Fletcher and Co, Moorgate st, Lynn and Holman, Great Winchester at Ballard, Joseph Taylor, Bedford, Draper. Dec 31 at 2 at 9, Lincoln's Inn fields. Marshall Barrow, William, Lancaster, Builder. Jan 8 at 12 at the Wellington's Arms, Common garden st, Lancaster. Thompson, Lancaster Bentley, Benjamin, Halifax, York, Cabinet Maker. Jan 4 at 3 at offices of Rhodes, Horton st, Halifax Boose, Thomas, Gwendon, Cornwall, Innkeeper. Dec 31 at 11.30 at offices of Carlyon and Pauli, Quay st, Truro. Holloway, Redruth Booker, Daniel, York, Tailor. Jan 4 at 3 at offices of Crumble, Scone-gate, York Borer, John, Birmingham, Grocer. Jan 1 at 3 at offices of Parry, Bennett's hill, Birmingham Bray, Samuel, Dewsbury, York, Paper-hanger. Jan 7 at 3 at offices of Rigway, Church st, Dawsbury Brown, Thomas, Backfoot Mill, near Bingley, York. Bobbin Maker Jan 7 at 3 at offices of Lee and Co, New Iravate, Bradford Button, William, Narrows st, Batcliffe, Sail Maker. Jan 7 at 3 at offices of Peckham and Co, Knight Rider st, Doctors' com nona Caley, Ambrose, Kingston-upon-Hull, Joiner. Dec 30 at 3 at offices of Pickering, Parliament st, Kingston-upon-Hull. Laverack, Hull Chester, Walter Richard, Parkgate, Rawmarsh, York, Joiner. Dec 29 at 10 of Whitfield and Taylor, Howard st, Notterham Cole, William, Woolwich, Kent, Beer Retailer. Dec 30 at 3 at offices of Cooper, Charing cross Conyer, Joseph, Bishop's rd, Paddington, Traveller. Jan 5 at 3 at offices of Mason, Greenwich st. Frederick, Essex, Goadfield, Carter. Jan 6 at 10 at offices of Cardinal, Hailstone Cooper, Herbert, Glyn hill, Kent, out of business. Jan 12 at 3 at offices of Gibson, Dartford Cotter, Thomas James, Wood st square, Warehousesman. Jan 11 at 3 at the Guildhall Tavern, Gresham st De Maseux, Margaret, Heavitre, Devon, Widow. Dec 31 at 4.30 at the White Hart Hotel, South st, Exeter Dorey, Lawrence, Frits st, Soho square, Waiter. Jan 4 at 3 at offices of Lewis, Fenchurch street buildings, Fenchurch st Dow, Sophia Syer, Hyde Park place, Staymaker. Jan 4 at 2 at 3, Chancery lane, Fane Dubbins, David, Lewisham, Kent, Builder. Dec 31 at 3 at the Guildhall Tavern, Gresham st Dumbley, Henry, Liverpool, Iron Broker. Jan 6 at 3 at offices of Gibson and Bolland, South John st, Liverpool. Whitley and Maddock, Liverpool Fisher, Frederick Augustus, and Josiah Collins, Birmingham, General Factors. Jan 7 at 12 at offices of Jeff, Newhall st, Birmingham Fisher, Joseph, Preston, Lancashire, Grocer. Jan 4 at 3 at offices of Forshaw, Cannon st, Preston Fountain, Edward William, jun, Durham st, Hackney rd, Boot Manufacturer. Jan 4 at 2 at offices of Andrews and Mason, Ironmonger lane, Lay, Poultry Galloway, Henry, Wakefield, York, Plumber. Jan 5 at 3 at the Manor House Inn, Westgate, Wakefield. Stocks and Nettleton, Wakefield

Gray, Giles, West Lanbrook, Somerset, Dairyman. Jan 1 at 12 at the Dolphin Hotel, Langport. Reed and Cook, Bridgwater  
 Hart, Alfred, Bradford, Wiltz, Baker. Dec 28 at 2 at the Cross Keys' Hotel, Orange grove, Bath. Sharpnell, Bradford-on-Avon  
 Hipwell, Thomas, Croydon, Surrey, Builder. Jan 6 at 3 at offices of Lindus, Cheapside  
 James, Thomas Morgan, Swansea, Glamorgan, Auctioneer. Dec 31 at 2, at offices of Glascoyne, Fisher street, Swansea  
 Jepson, Joel, Huddersfield, York, Tinner. Jan 1 at 11 at offices of Sykes and Son, Lord street, Huddersfield  
 Johnson, George Henry, West Bromwich, Stafford, Tailor. Jan 4 at 3 at offices of Fitter, Bennett's hill, Birmingham  
 Kemp, George, Sydenham, Kent, Builder. Jan 7 at 12 at offices of Buchanan, Basinghall st.  
 Kinsey, Samuel Hinckley, Hugh st., Plumico, Chemist. Jan 8 at 3 at the Guildhall Tavern, Gresham st., Elmstree and Co  
 Kirby, Thomas, Kingston-upon-Hull, China Dealer. Jan 1 at 2 at the Union Hotel, Longton. Laversack, Hull  
 Layton, Albert, Landport, Hants, Bootmaker. Jan 6 at 4 at Cheapside. Walker, Landport  
 May, David, Chatham st., Rodney rd., New Kent rd., Van Proprietor. Dec 31 at 3 at offices of Liad, Serio st., Lincoln's Inn  
 McLellan, John, Dudley, Worcester, Draper. Dec 31 at 11 at offices of Stokes, Priory st., Dudley  
 McInish, Benson, John, Great Yarmouth, Norfolk, Smackwaer. Jan 4 at 3 at offices of Chamberlin and Diver, Kings st., Great Yarmouth  
 Miles, Charles, Morpeth st., Green st., Bethnal Green, Builder. Jan 1 at 10.30 at the Victoria Tavern, Morpeth rd., Bethnal Green, Long  
 Morgan, Thomas, Llanwit Vardo, Glamorgan, Licensed Victualler. Jan 6 at 12 at Post Office chambers, Pontypridd. Rose, Aberdare  
 Morrison, Donald, East Retford, Nottingham, Draper. Jan 1 at 1 at offices of Marshall and Co., East Retford  
 Murphy, Jeremiah, Dawsbury, York, Grocer. Jan 5 at 11 at the Scarborough Hotel, Market place, Dawsbury. Walker  
 Nebe, Carl Wilhelm Christian, High st., Camden Town, Staymaker. Dec 31 at 12 at offices of Morpeth, Moorgate st., Cotton, Coleman street  
 Nida, William Henry, Kirton, Lincoln, Farmer. Jan 5 at 11 at offices of York, Church st., Boston. Toybey and Larken, Lincoln  
 Osborne, Peter, Bailey, York, Grocer. Jan 5 at 10 at offices of Wooller, Exchange buildings, Commercial st., Bailey. Wooller  
 Pearson, Alfred, Bedford, Saddler. Jan 9 at 12 at offices of Stimson, Mill st., Bedford  
 Pearson, Gibbs Richards, Colston Bassett, Nottingham, Farmer. Jan 5 at 12 at offices of Parsons, Edmon Chambers, Wheeler gate, Nottingham  
 Rands, William, Portsea, Hants, Bootmaker. Jan 6 at 2 at 145, Cheapside. Walker, Commercial rd., Landport  
 Rayfield, George, Highgate, Kent, Blacksmith. Jan 4 at 2 at the Lord Nelson Inn, Gravesend. Goodwin, Maidstone  
 Raynor, Henry, Leamington Priors, Warwick, Journeyman Tin Plate Worker. Jan 7 at 12 at offices of Overall, Warwick st., Leamington Priors  
 Redding, Frederick Charles, St George's terrace, Kilburn, Cheesemonger. Jan 4 at 2 at offices of Lewis, Gresham buildings, Basinghall st.  
 Rees, Robert Oliphant, Swansea, Glamorgan, Painter. Jan 1 at 3 at offices of Woodward, Wind st., Swansea  
 Rose, John Wilson, Hanwell st., Falcon square, Tie Manufacturer. Jan 5 at 2.30 at offices of Smart and Co., Cheapside. Lawson  
 Robinson, Andrew Augustus, Leadenhall st., Lime Manufacturer. Jan 5 at 3 at offices of Linklater, Walbrook  
 Rochester, George William, Great Ayre, Durham, Platelaying. Jan 6 at 11 at 1, Coniscliffe rd., Darlington. Clayhills  
 Rushbrooke, Joseph, jun., Ipswich, Suffolk, Clothier. Jan 4 at 12 at the Chamber of Commerce, Cheapside. Jennings  
 Salter, George, Didmarton, Oldbury-on-the-Hill, Gloucester, Baker. Jan 2 at 2 at the Bell Hotel, Charlfield, Billings, Cheltenham  
 Simpkins, Robert Taylor, Brierley Hill, Stafford, Ginger Beer Manufacturer. Dec 31 at 11.30 at offices of Homfray and Holberton, High st., Brierley Hill  
 Spark, Charles William, Threadneedle st., Iron Master. Jan 7 at 2 at the Bell Hotel, Gloucester. Walker and Co  
 Stallmier, Francis, Bradford, York, Millwright. Jan 13 at 3 at offices of Lees and Co., New Ivigate, Bradford  
 Symes, James, Withey, Dorset, Corn Factor. Jan 6 at 12 at offices of Aldridge and Aldridge, King-street, Poole  
 Taylor, Henry, Manchester, Beer Retailer. Jan 12 at 3 at 22, Market-place, Market Street, Manchester. Ward  
 Temple, William, Leeds, Furniture Dealer. Jan 4 at 13 at office of Hardwick, 25, Roar Lane, Leeds  
 Thistleton, James Morris, Old Quebec st., Portman square, Medical Galvanist. Dec 31 at 4 at 1, George st., Mansion house. Snell  
 Turner, Jonathan, Halifax, York, Beerhouse Keeper. Jan 8 at 3 at offices of Lees and Co., New Ivigate, Bradford  
 Wade, Joseph, and Benjamin Wade, Miles Platting, near Manchester. Joiners. Jan 13 at 3 at Clarence Hotel, Spring gardens, Manchester  
 Marriott and Woodall, Manchester  
 Ware, James, Castle court, Lawrence Lane, Carman. Dec 31 at 3 at offices of Wetherfield's, Gresham buildings, Basinghall st.  
 Waterfall, Abel, Nottingham, Farnbrook. Jan 12 at 11 at offices of Stafford, Lincoln st., Nottingham  
 Watkins, John, Manchester, Chemist. Dec 30 at the Clarence Hotel, Spring gardens, Manchester, in lieu of place originally named  
 Watson, John, and John George Wheaton, High st., Packham, Stationers. Jan 11 at 3 at offices of Smart and Co., Cheapside.  
 Denny, Coleman st.  
 Whitlock, Frederick, Birmingham, Photographer. Jan 1 at 11 at offices of Joynt, Moor st., Birmingham  
 Williams, Morgan Edward, Sketty, Swansea Lower, Licensed Victualler. Jan 4 at 11 at offices of Barnard and Co., Temple st., Swansea. Davies and Hartland  
 Wilson, Benjamin, Castleford, York, Glass Blower. Jan 4 at 3 at offices of Stocks and Nettsell, Welbeck st., Castleford  
 Willstrop, Henry, Birmingham, Tailor. Dec 31 at 11 at offices of East, Colmore row, Birmingham  
 Wilson, Thomas, Newcastle upon Tyne, Builder. Jan 16 at 3 at offices of Harle, Akeensis Hill, Newcastle upon Tyne

Wiseman, George, Richard st., St Leonard's road, Bromley-by-Baker. Dec 30 at 3 at Blackwall Railway Hotel, London st., Half Moon crescent, Islington

**FUNERAL REFORM.**—The exorbitant rates of the Undertaker's bill have long operated as an oppressive tax upon all classes of the community. With a view of applying a remedy to this serious evil the LONDON NECROPOLIS COMPANY, who are opening their extensive cemetery at Woking, held themselves prepared to undertake the whole duties relating to interments at fixed moderate scales of charge, from which survivors may choose according to their means and the requirements of the case. The Company undertakes the conduct of Funerals to other cemeteries, and to all parts of the United Kingdom. A pamphlet containing full particulars can be obtained, or will be forwarded, upon application to the Chief Office, Lancaster-place, Strand, W.C.

**STOOPING HABITS, ROUND SHOULDERS,** PIGEON CHESTS, and other Deformities, are prevented and cured by wearing Dr. CHANDLER'S IMPROVED HYGIENIC CHEST EXPANDING BRACE, for both Sexes of all ages. It strengthens the voice and lungs, relieves indigestion, pains in the chest and back, and is especially recommended to children for assisting the growth, promoting health and symmetry of figure, superseding the use of braces or stays. Price from 10s. 6d. each.—69, Berners-street, Oxford-street, W. Illustrated circulars forwarded.

**MESSRS. DEBENHAM, TEWSON & FARMER.** LIST OF ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property Investments generally, is published on the first day of each month and may be obtained, free of charge, at their offices, 80, Cheapside, E.C. or will be sent by post in return for two stamps.—Particulars for inspection should be received not later than four days previous to the date of the preceding month.

Dates of Sales for 1875.			
JANUARY 13th	APRIL 11th	JUNE 16th	AUGUST 25th
JANUARY 27th	APRIL 21st	JUNE 23d	SEPTEMBER 18th
FEBRUARY 10th	APRIL 28th	JUNE 30th	OCTOBER 28th
FEBRUARY 24th	MAY 4th	JULY 7th	OCTOBER 29th
MARCH 10th	MAY 19th	JULY 14th	NOVEMBER 18th
MARCH 17th	MAY 19th	JULY 21st	NOVEMBER 19th
MARCH 24th	MAY 26th	JULY 28th	NOVEMBER 26th
MARCH 31st	JUNE 2d	AUGUST 4th	DECEMBER 14th
APRIL 7th	JUNE 9th	AUGUST 11th	DECEMBER 18th
24, Gresham-street, Bank, London, E.C.			

Periodical Sales of Reversions, Annanities, Policies, Shares, Life Interests, Rent Charges, Bonds, &c.

**MESSRS. FRANK LEWIS & KEMP** will include in their next Periodical Sale, which takes place at the MART, Tokenhouse-yard, London, E.C., on FRIDAY, JANUARY 18th, 1875, at ONE FOR TWO O'CLOCK, the following valuable LIFE INTERESTS, REVERSIONS, &c., in Lots, as under:

Lot 1. One undivided sixth-part or Share in the Freehold Warehouse & Premises, No. 4, Aldermanbury, in the City of London, producing a Rental of £375 per Annum.

Solicitors:—Messrs. SOLE, TURNERS, & KNIGHT, 68, Aldermanbury, E.C.

Lot 2. The Life Interest of a Lady now aged 42, during Widowed in the sum of £1,800, secured on Mortgage.

Solicitors:—Messrs. LAWRENCE, PLEWS, BOYER, & BAKER, 14, Old Jewry-chambers, E.C.

Lot 3. An Annuity of £40 per Annum, during the Life and Widhood of a Lady now aged 42, amply secured.

Solicitors:—Messrs. LAWRENCE, PLEWS, BOYER, & BAKER, 14, Old Jewry-chambers, E.C.

Lot 4. The Absolute Reversion upon the death of a Lady, aged 62, a Third Share of Long Leasehold Property (unexpired Term of 29 Years) situated in the Chobham Road, Stratford, E., producing a Rental of £20 per Annum; also, the Reversion upon the death of the same Lady a Third Share of the sum of £453.

Solicitor:—W. YOUNG, Esq., 72, Basinghall-street, E.C.

Lot 5. The Absolute Reversion upon the death of a Lady now aged 72, to a Moiety of two Leasehold Warehouses (unexpired Term of 18 Years), situated in the Town of Liverpool, producing a Rental of £40 per Annum.

Solicitor:—W. YOUNG, Esq., 72, Basinghall-street, E.C.

Lot 6. The Absolute Reversion to an eighth-part or Share, received upon the death of a Lady now aged 65, in the sum of £15,921; also, an eighth-part or Share in the sum of £3,000, invested in New Funds for Cents, subject to the same Life.

Solicitor:—G. E. PHILBRICK, Esq., 39, Basinghall-street, E.C.

Lot 7. The Leasehold Interest in Nos. 7, 8, 9, and 10, Chequer-court, Kensington, producing a Rental of £113 per Annum, and held on Lease, subject to two Lives, for a Term of 99 Years from January, 1851, a Ground Rent of £5 per Annum.

Solicitor:—Mr. J. S. TAYLOR, 14, Old Jewry-chambers, E.C.

Lot 8. Ten £10 Shares in the North Wales Narrow Gauge Railway Company.

Lot 9. Two £100 Bonds of the North-Western of Monte Video Railway Company, guaranteed by the Government of Uruguay.

Particulars and Conditions of Sale may be had at the Mart; and of Messrs. FRANK LEWIS & KEMP, Auctioneers, Surveyors, and Agents, 26, Gresham-street, E.C.

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